America

Company Tracking Number: S40769 ET AL

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LPB LPB II Amendment S40769

Project Name/Number: LPB LPB II Amendment S40769/LPB LPB II Amendment S40769

Filing at a Glance

Company: Allianz Life Insurance Company of North America

Product Name: LPB LPB II Amendment S40769SERFF Tr Num: ALLC-125576227 State: ArkansasLH TOI: A03I Individual Annuities - Deferred SERFF Status: Closed State Tr Num: 38511

Variable

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: S40769 ET AL State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Mary Peterson, Patricia

Evans

Date Submitted: 03/25/2008 Disposition Status: Approved

Disposition Date: 04/02/2008

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: LPB LPB II Amendment S40769 Status of Filing in Domicile: Pending

Project Number: LPB LPB II Amendment S40769

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 04/02/2008

State Status Changed: 04/02/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Re: INDIVIDUAL VARIABLE ANNUITY - NAIC #761-90611 / FEIN #41-1366075

S40769 - Lifetime Plus Benefit Amendment

F70029 - Application

SERFF Tracking Number: ALLC-125576227 State: Arkansas 38511

State Tracking Number: Filing Company: Allianz Life Insurance Company of North

America

S40769 ET AL Company Tracking Number:

TOI: A03L002 Flexible Premium A03I Individual Annuities - Deferred Variable Sub-TOI:

Product Name: LPB LPB II Amendment S40769

Project Name/Number: LPB LPB II Amendment S40769/LPB LPB II Amendment S40769

The referenced forms are new and do not supersede any previously filed form and may be used with other forms approved in the future. The form is being filed concurrently in Minnesota, our state of domicile and will be distributed as described in the filing for the base contract. The effective date will be determined by your approval.

The forms are submitted in final printed format except for slight font and formatting variations that may occur due to Allianz Life product printer configurations. Allianz Life takes care to assure that printer-based variations are minimized; however, should changes occur, such changes will not alter the content or meaning of any approved form.

The purpose of this filing is to provide additional information regarding annuity payment options available at the latest income date when the optional Lifetime Plus Benefit Rider or the Lifetime Plus II Benefit Rider is attached to the base contract.

Form S40769 is an amendment and is intended to be issued with new contracts containing the above referenced riders. There is no additional charge affiliated with this amendment and there is no impact to any information or demonstration contained in the original Actuarial Memorandum on file for the base contract.

Form F70029 is an application to be used with the affiliated forms mentioned in this submission and others that have been reviewed recently by the Department. Variability of options and benefits is more prominent in this version of the application to allow for the addition of future options and benefits, or the possibility of removal of current options displayed. Please see the Statement of Variability for additional information.

To the best of our knowledge and belief, the above listed form conforms to all state statutes, insurance regulations, and department requirements.

We appreciate your consideration for review of the form. Please contact me directly if you have any questions at 1.800.328.5601, ext. 47135 or send a note electronically at patricia.evans@Allianzlife.com.

Sincerely,

Patricia Evans

America

Company Tracking Number: S40769 ET AL

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LPB LPB II Amendment S40769

Project Name/Number: LPB LPB II Amendment S40769/LPB LPB II Amendment S40769

Compliance Analyst

Company and Contact

Filing Contact Information

Patricia Evans, Compliance Analyst Patricia. Evans@Allianzlife.com

5701 Golden Hills Drive (763) 765-7135 [Phone] Minneapolis, MN 55416 (763) 765-6306[FAX]

Filing Company Information

Allianz Life Insurance Company of North CoCode: 90611 State of Domicile: Minnesota

America

5701 Golden Hills Drive Group Code: 761 Company Type: 03
Minneapolis, MN 55416-1297 Group Name: State ID Number:

(800) 328-5601 ext. [Phone] FEIN Number: 41-1366075

Filing Fees

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Allianz Life Insurance Company of North \$75.00 03/25/2008 18936147

America

America

Company Tracking Number: S40769 ET AL

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LPB LPB II Amendment S40769

Project Name/Number: LPB LPB II Amendment S40769/LPB LPB II Amendment S40769

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Approved Linda Bird 04/02/2008 04/02/2008

America

Company Tracking Number: S40769 ET AL

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LPB LPB II Amendment S40769

Project Name/Number: LPB LPB II Amendment S40769/LPB LPB II Amendment S40769

Disposition

Disposition Date: 04/02/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 ALLC-125576227
 State:
 Arkansas

 Filing Company:
 Allianz Life Insurance Company of North
 State Tracking Number:
 38511

America

Company Tracking Number: S40769 ET AL

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LPB LPB II Amendment S40769

Project Name/Number: LPB LPB II Amendment S40769/LPB LPB II Amendment S40769

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo	No	
Supporting Document	Statement of Variability	Yes	
Supporting Document	Certificate of Readability	Yes	
Form	Lifetime Plus Benefit Amendment	Yes	
Form	Application		Yes

 SERFF Tracking Number:
 ALLC-125576227
 State:
 Arkansas

 Filing Company:
 Allianz Life Insurance Company of North
 State Tracking Number:
 38511

America

Company Tracking Number: S40769 ET AL

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: LPB LPB II Amendment S40769

Project Name/Number: LPB LPB II Amendment S40769/LPB LPB II Amendment S40769

Form Schedule

Lead Form Number: S40769

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	S40769	Policy/Cont Lifetime Plus Benefit ract/Fratern Amendment al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	t Initial		54	S40769 Lifetime Plus Benefit Amend 3.17.08.pdf
	F70029	Application/Application Enrollment Form	Initial		50	F70029 3.18.08.pdf

Lifetime Plus Benefit Amendment

The purpose of this amendment is to provide Annuity Payment options available at the latest Income Date when the Lifetime Plus Benefit Rider or the Lifetime Plus II Benefit Rider is attached to the Base Contract.

This amendment forms a part of the Base Contract and applicable rider to which it is attached and is effective as of the Rider Effective Date. In the case of a conflict within any provision in the Base Contract and the applicable rider, the provisions of this amendment will control. This amendment will terminate as indicated in the "Conditions for Termination of the Lifetime Plus Benefit Rider" or "Conditions for Termination of the Lifetime Plus II Benefit Rider" section, as applicable.

Annuity Provisions

The following paragraphs are added to the Lifetime Plus Benefit Rider or the Lifetime Plus II Benefit Rider to which this amendment is attached.

Annuitization

After the Benefit Date if your contract has any remaining Contract Value, and you take a Full Annuitization of the Base Contract at the latest Income Date specified in the Base Contract, or on such subsequent date as may be authorized by us at our discretion, and have elected single Lifetime Plus Payments and the **Annuity Option 1 - Life Annuity** is chosen where the Annuitant is the Covered Person, the fixed Annuity Payments will be equal to the greater of:

- the Option 1 annual payment based on the terms of the Base Contract, or
- the current annual Lifetime Plus Payment available to you.

After the Benefit Date if your contract has any remaining Contract Value, and you take a Full Annuitization of the Base Contract at the latest Income Date specified in the Base Contract, or on such subsequent date as may be authorized by us at our discretion, and have elected joint Lifetime Plus Payments and **Annuity Option 3 - Joint and Last Survivor Life Annuity** is chosen with a 100% level of payments to continue to the surviving Joint Annuitant where the Joint Annuitants are the Covered Persons, the fixed Annuity Payments will be equal to the greater of:

- the Option 3 annual payment based on the terms of the Base Contract, or
- the current annual Lifetime Plus Payment available to you.

If you take a Full or Partial Annuitization of the Base Contract at any time prior to the latest Income Date specified in Base Contract, your Annuity Payments will be determined in accordance with the terms of the Base Contract. The Benefit Base for Lifetime Plus Payments will not be used in determining any Annuity Payments.

An annuitization as referred to in the above paragraphs shall result in the termination of the death benefit.

In all other respects the provisions, conditions, exceptions and limitations contained in the contract remain unchanged and apply to this amendment.

Signed for the Company at its home office.





[Allianz Vision[™]] Application

Individual flexible purchase payment variable deferred annuity application. Issued by Allianz Life Insurance Company of North America (Allianz), Minneapolis, MN.

							[]/\	
1. Account registration			_					
Owner is individual (Plea Individual owner first name			r issue Ml	1.				Jr., Sr., III
maividual owner mist name	.		VII	Last name	2			JI., SI., III
Owner is ☐ Trust ☐ Qua	lified plan □ Cus	stodian (If T	rust. pl	 ease include	the date of Trus	t in the name)		
Non-individual owner nam						<u>-</u>		
<u> </u>								
Tax ID number				Social Sec	urity number			
Street address								
City				State	ZIP code		Daytime to	elephone number
Gender □ Male		Date of bi	rth (mi			Are vou a LLS	citizen? (If r	no, need W8-BEN)
☐ Female		Date of bi	(1111	11/44/33)		yes □ No		io, need vvo beiv
Joint owner (Please see op	otional rider section		_			of the owner ex	cept in the s	
First name			MI	Last name				Jr., Sr., III
Street address								
City				State	ZIP code		Daytime to	elephone number
Gender		Date of bi	rth (mi			Are vou a LLS	citizen? (If r	no, need W8-BEN)
☐ Male ☐ Female			1611 (1111	☐ Yes ☐ No			io, neca vvo bliv)	
Relationship to owner						Social Security	number /	
Annuitant (Please see opti	onal ridor soction f	or iccuo ago	roctric	tion)				
First name	onal rider section i		MI	Last name	<u> </u>			Jr., Sr., III
Street address								
City				State	ZIP code		Davtime te	elephone number
J. 1, 1							Jayanne	
Gender	Social Security nu	umber		Date of bi	rth (mm/dd/yy)			no, need W8-BEN)
☐ Male ☐ Female2. Purchase payment (This section must be completed)						☐ Yes ☐ No		
	•		•	•	•	•	•	
[\$10,000 minimum purcha		ed. \$25,000) minin	num purcha	se payment requ	iired with No W	ithdrawal C	harge Option.]
Purchase payment amount	t\$							
☐ Purchase payment enclo								
☐ This contract will be fun		hange, tax (qualifie	d transfer/r	ollover, CD transf	er, or mutual fu	ınd redempi	tion.
(please include the app	ropriate forms.)							
3. Plan specifics (This	s section must b	e comple	ted to	indicate h	now this contra	act should be	issued)	
Nongualified: Qual	ified IRA:	A □ Roth	IRA [SEPIRA F	Roth conversio	n (Contribution	on for tax ve	ar)
	ified plans: \square 40					· · · · · · · · · · · · · · · · · · ·	, , , , , , , , , , , , , , , , , , ,	
Quan	ca pians. — 40	+010	The pers	Jon acinica	Delicit			

	ontracts, the surviving joint pousal joint owners cannot			iary. Spousal joint owners may also name contingent
If the beneficiary is a tr	rust, qualified plan, or custodia	n, please chec	k the box and include th	ne name below \square Trust \square 401 qualified plan \square Custodiar
☐ Primary	Percentage	Tax ID number		Social Security number
☐ Contingent				
Non-individual bene (If trust, please includ	ficiary information de date of trust in name)(If	owner is a 40°	1 qualified plan, the p	lan must be the beneficiary)
☐ Primary ☐ Contingent	Percentage	Tax ID	Tax ID number Social Security number	
First name		MI	Last name	
Relationship				
☐ Primary ☐ Contingent	Percentage	Tax ID) number	Social Security number
First name		MI	Last name	I
Relationship				
☐ Primary	Percentage	Tax ID) number	Social Security number
☐ Contingent				
First name		MI	Last name	
Relationship				
(If more than four bene	eficiaries, attach a list signed by	owner.)		
[5. Optional prov	visions - Each additional	option car	ries an additional o	charge. (check only one)]
☐ Bonus Option: A Withdrawal Charg	3	ger withdrawa	ll charge. Not available	e with the Short Withdrawal Charge Option or No
☐ Short Withdraw	al Charge Option: Not avai	lable with the	Bonus Option or No \	Withdrawal Charge Option.
	Charge Option: Not availab Benefit, Lifetime Plus II Bene			Withdrawal Charge Option. You must select either fit with this option.
[6. Optional deat	th benefit - Each addition	onal option	carries an addition	nal charge.]
☐ Quarterly Value Benefit at no addi		t select the Q	uarterly Value Death E	Benefit, the contract provides a Traditional Death
[7. Optional ride	rs - Each additional opti	ion carries a	an additional charg	ge. (check only one)]
— □ No Living Benefi	it (No additional cost.) Must	t be age 80 o	r younger.	_
☐ Lifetime Plus Be	nefit – Please fill out the Co	vered Person((s) Selection section.	Must be age 80 or younger.
☐ Lifetime Plus II B	Benefit – Please fill out the C	Covered Perso	n(s) Selection section	. Must be age 75 or younger.
☐ Target Date Reti	i rement Benefit – Please fil	l out the Targe	et date requirements :	section. Must be age 80 or younger.*
				Retirement Benefit, I consent that Allianz may ser provisions in the contract.
* For the Target Date Re	etirement Benefit, purchase pa	yments will be	limited to the first three	contract years from the issue date or rider effective date.

[8.] Covered Person(s) Selection (select one)
☐ Single Life Payout¹:
Name
Check one: ☐ Owner ☐ Joint Owner ☐ Annuitant, if owned by a non-individual
Date of birth/ (proof of age required – Please include copy of driver's license, birth certificate, or any other governmental recognized identification)
 ¹For single Lifetime Plus Payments: • If the contract is solely owned, the Covered Person is the Owner. • If the contract is owned by a non-individual, the Covered Person is the Annuitant. • If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the maximum age restriction for adding the [Lifetime Plus Benefit or Lifetime Plus II Benefit] to your contract.
Spouse's name
Spouse's date of birth/(proof of age required – Please include copy of driver's license, birth certificate, or any other governmental recognized identification)
Spouse's gender: □ Male □ Female
Relationship to contract owner (check one) Spousal joint owner (nonqualified) Spousal sole beneficiary (qualified or non-individual, nonqualified)
Spouses must qualify as such under federal law until the [Lifetime Plus Benefit or Lifetime Plus II Benefit] terminates. If at any time before the [Lifetime Plus Benefit or Lifetime Plus II Benefit] terminates you are no longer spouses you must send us

Spouses must qualify as such under federal law until the [Lifetime Plus Benefit or Lifetime Plus II Benefit] terminates. If at any time before the [Lifetime Plus Benefit or Lifetime Plus II Benefit] terminates you are no longer spouses you must send us notice and you must remove a covered person from the contract. If one covered person dies before we receive notice that the covered persons are no longer spouses, then the [Lifetime Plus Benefit or Lifetime Plus II Benefit] will terminate and any Lifetime Plus Payments we were making will stop.

² For joint Lifetime Plus Payments you and your spouse are the Covered Person(s).

For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:

- spouses must be joint owners, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non individual, or
- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary.

For joint Lifetime Plus Payments under contracts that are qualified under the tax code:

- one spouse must be the sole owner and annuitant and the other spouse must be the sole primary beneficiary, or
- one spouse must be the annuitant and the other spouse must be the sole primary beneficiary if the sole owner is a non-individual, or
- if we require a non-individual owner to be the beneficiary, then one spouse must be the annuitant and the other spouse must be the sole contingent beneficiary solely for the purpose of determining the Lifetime Plus Payment.

9. Target date requirements

Please select the anniversary on which you would like your Initial Target Value Date to fall. This must be the seventh or later Contract Anniversary. Once you select your Initial Target Value Date, indicate your Purchase Payment Allocation instructions in Section 10 in accordance with the following guidelines. **Anniversary Year**

Years until initial Target Value Date	I MAXIMIM IN A+K+X I MAXIMIM IN A I		Minimum in Y
12 or more	95%	30%	5%
11	90%	30%	10%
10	85%	25%	15%
9	80%	25%	20%
8	75%	20%	25%
7	70%	20%	30%

[10.] Purchase payment allocation

You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted).

Lifetime Plus Benefit or Lifetime Plus II Benefit	Target Date Retirement Benefit
Group A investment options	Group A investment options
You can not have more than 25% of your total contract value in Group A investment Options. Small Cap % AZL SM Dreyfus Premier Small Cap Value Fund % AZL SM Franklin Small Cap Value Fund % AZL SM Turner Quantitative Small Cap Growth Fund % AZL SM OCC Opportunity Fund	Small Cap % AZL SM Dreyfus Premier Small Cap Value Fund % AZL SM Franklin Small Cap Value Fund % AZL SM Turner Quantitative Small Cap Growth Fund % AZL SM OCC Opportunity Fund % AZL SM Small Cap Stock Index Fund International Equity
% AZL [™] Small Cap Stock Index Fund	% AZL SM Schroder International Small Cap Fund
International Equity% AZL SM Schroder International Small Cap Fund Specialty% AZL SM Columbia Technology Fund% AZL SM Schroder Emerging Markets Equity Fund% AZL SM Van Kampen Global Real Estate Fund% Davis VA Financial Portfolio	Specialty % AZL SM Columbia Technology Fund % AZL SM Schroder Emerging Markets Equity Fund % AZL SM Van Kampen Global Real Estate Fund % Davis VA Financial Portfolio % Franklin Global Communications Securities Fund % PIMCO VIT Commodity RealReturn Strategy Portfolio
% Franklin Global Communications Securities Fund% PIMCO VIT Commodity RealReturn Strategy Portfolio	Group B investment options
Group B investment options	TargetPLUS (Model Portfolio)% AZL™ TargetPLUS Equity Fund
You cannot have more than 70% of your total contract value in Group A and B investment options. TargetPLUS (Model Portfolio)% AZL SM TargetPLUS Equity Fund	Mid Cap % AZL [™] Neuberger Berman Regency Fund% AZL [™] Van Kampen Mid Cap Growth Fund% OpCap Mid Cap Portfolio
Mid Cap % AZL SM Neuberger Berman Regency Fund% AZL SM Van Kampen Mid Cap Growth Fund% OpCap Mid Cap Portfolio	Large Growth% AZL sM Dreyfus Founders Equity Growth Fund% AZL sM Jennison Growth Fund% AZL sM Legg Mason Growth Fund
Large Growth % AZL SM Dreyfus Founders Equity Growth Fund % AZL SM Jennison Growth Fund % AZL SM Legg Mason Growth Fund % AZL SM LMP Large Cap Growth Fund	% AZL SM LMP Large Cap Growth Fund International Equity% AZL SM AIM International Equity Fund% AZL SM NACM International Fund% AZL SM Oppenheimer Global Fund
International Equity % AZL SM AIM International Equity Fund % AZL SM NACM International Fund % AZL SM Oppenheimer Global Fund % AZL SM Oppenheimer International Growth Fund % AZL SM Van Kampen Global Franchise Fund % Mutual Discovery Securities Fund	% AZL SM Oppenheimer International Growth Fund% AZL SM Van Kampen Global Franchise Fund% Mutual Discovery Securities Fund% Templeton Growth Securities Fund Large Blend% AZL SM First Trust Target Double Play Fund
% Templeton Growth Securities Fund Large Blend % AZL SM First Trust Target Double Play Fund % AZL SM Jennison 20/20 Focus Fund	 % AZLSM Jennison 20/20 Focus Fund % AZLSM Legg Mason Value Fund % AZLSM Oppenheimer Main Street Fund % AZLSM PIMCO Fundamental IndexPLUS Total Return Fund
 % AZL Megg Mason Value Fund % AZL Oppenheimer Main Street Fund % AZL PIMCO Fundamental IndexPLUS Total Return Fund % AZL SM PIMCO Fundamental IndexPLUS Total Return Fund % AZL SM S&P 500® Index Fund 	% AZL ^{ss} S&P 500 [®] Index Fund Large Value % AZL ^{ss} Davis NY Venture Fund % AZL ^{ss} OCC Value Fund % AZL ^{ss} Van Kampen Comstock Fund
Large Value % AZL SM Davis NY Venture Fund % AZL SM OCC Value Fund % AZL SM Van Kampen Comstock Fund % AZL SM Van Kampen Growth and Income Fund % Mutual Shares Securities Fund	—% AZL Vall Kamper Constock Fund % AZL ^{sw} Van Kampen Growth and Income Fund % Mutual Shares Securities Fund

[10.] Purchase payment allocation (Continued)

You may select up to [15] investment options. You must make allocations in whole percentages (33.3% or dollars are not permitted).

Lifetime Plus Benefit or Lifetime Plus II Benefit	Target Date Retirement Benefit
Group C investment options	Group X investment options
There are no limits on the amount of the contract value that you	Fusion Portfolios
can have in Group C investment options.	% AZL Fusion sM Growth Fund
Fusion Portfolios	% AZL Fusion [™] Moderate Fund
% AZL Fusion sM Growth Fund	TargetPLUS
% AZL Fusion sM Moderate Fund % AZL Fusion sM Balanced Fund	% AZL SM TargetPLUS Growth Fund
TargetPLUS	% AZL sm TargetPLUS Moderate Fund Specialty
Interest Interest	% Franklin Templeton VIP Founding Funds Allocation Fund
% AZL sm TargetPLUS Moderate Fund	% AZL sm Van Kampen Equity and Income Fund
% AZL™ TargetPLUS Balanced Fund	% BlackRock Global Allocation V.I. Fund
High Yield Bonds	
% Franklin High Income Fund	Group Y investment options
% PIMCO VIT High Yield Portfolio	Fusion Portfolios
Intermediate-Term Bonds% Franklin Zero Coupon Fund 2010	% AZL Fusion sM Balanced Fund TargetPLUS
% PIMCO VIT Emerging Markets Bond Portfolio	% AZL sm TargetPLUS Balanced Fund
% PIMCO VIT Global Bond Portfolio (Unhedged)	High Yield Bonds
% PIMCO VIT Real Return Portfolio `	% Franklin High Income Fund
% PIMCO VIT Total Return Portfolio	% PIMCO VIT High Yield Portfolio
% Templeton Global Income Securities Fund	Intermediate-Term Bonds
Short-Term Bonds % Franklin U.S. Government Fund	% Franklin Zero Coupon Fund 2010 % PIMCO VIT Emerging Markets Bond Portfolio
Cash Equivalent	% PIMCO VIT Global Bond Portfolio (Unhedged)
——% AZL [™] Money Market Fund	% PIMCO VIT Real Return Portfolio
Specialty	% PIMCO VIT Total Return Portfolio
% AZL™ Van Kampen Equity and Income Fund	% Templeton Global Income Securities Fund
% Franklin Income Securities Fund	Short-Term Bonds
% Franklin Templeton VIP Founding Funds Allocation Fund	% Franklin U.S. Government Fund
% PIMCO VIT All Asset Portfolio	Cash Equivalent % AZL sm Money Market Fund
	Specialty
	% Franklin Income Securities Fund
	% PIMCO VIT All Asset Portfolio
Total of% (must equal 100%)

[11.] Telephone authorization

☐ Yes By checking "yes," I am authorizing and directing Allianz to act on telephone or electronic instructions from the registered representative and/or anyone authorized by him/her to transfer contract values among the investment options. If the box is not checked, this authorization will be permitted for the owner only. Allianz will use reasonable procedures to confirm that these instructions are authorized as genuine. As long as these procedures are followed, Allianz and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost. The electronic transaction privilege may be modified or withdrawn at the discretion of the company.

[12.] Replacement (This section must be completed.)			
Do you have existing life insurance or annuity contracts?			
If there is existing coverage, states that have adopted the NAIC Model Replacement Regulation replacement form be completed even if a replacement is not indicated. For a replacement is replacement form for the state in which the application is taken. The registered representative replacement.	n any state, atta	ch the appropriate	
[13.] Registered representative			
By signing below, the registered representative/agent certifies to the following: I am FINRA registered and state licensed for variable annuity contracts in all required jurisdic most current prospectus. To the best of my knowledge, the applicant: DOES DOES NO annuity contracts. To the best of my knowledge and belief, this application DOES DOES insurance or annuities. If a replacement, include a copy of each disclosure statement and a)T have existing S NOT involve r	Jife insurance policies or eplacement of existing life	
Registered representative's signature	B/D Rep. ID		
Registered representative's first and last name (please print)	I	Percent split	
Registered representative's signature (split case)	B/D Rep. ID		
Registered representative's first and last name (please print) (split case)		Percent split	
Registered representative's signature (split case)	B/D Rep. ID		
Registered representative's first and last name (please print) (split case)		Percent split	
Registered representative's address	Registered rep	L presentative's telephone number	
Broker/dealer name (please print)			
Authorized signature broker/dealer (if required)			
Commission options (please check one) □ A □ B □ C			

[14.] Statement of applicant

The following states require applicants to read and acknowledge the statement for your state below.

Arizona: This contract may be returned within 10 days or within 30 days if you are age 65 or older on the date of the application, if you are dissatisfied for any reason. It can be mailed or delivered to either us or the representative who sold it. Return of this contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will refund an amount equal to the sum of the difference between the premiums paid; including any contract fees or other charges, and the amounts allocated to any separate accounts under the contract on the date the returned contract is received by us. We have the right to allocate Purchase Payments to the Money Market Investment Option until the expiration of the Right to Examine period. If we so allocate Purchase Payments, we will refund the greater of the Purchase Payments less any withdrawals, or the Contract Value. On written request, we are required to provide you, within a reasonable time, reasonable factual information regarding the benefits and provisions of this annuity contract.

Arkansas, Kentucky, Louisiana, Maine, New Mexico, Ohio, Tennessee, and West Virginia: Any person who knowingly, and with intent to defraud any insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits a fraudulent insurance act, which is a crime, and may be subject to criminal prosecution and civil penalties. In ME and TN, additional penalties may include imprisonment, fines, or denial of insurance benefits.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose

of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia and Virginia: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act in DC, subjects such person to criminal and civil penalties. In VA, it is considered a fraudulent act and subjects such person to criminal and civil penalties. In DC and VA, additional penalties may include imprisonment and/or fines, or denial of insurance benefits.

Vermont: I understand that this variable annuity is not a bank deposit; is not federally insured; is not endorsed by any bank or government agency; is not guaranteed; and may be subject to loss of principal.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

By signing below, the owner acknowledges the statements menti	ioned above and understands that or agrees to the following:
situation, and financial needs. It is a long-term commitment to and variable annuity payments may increase or decrease dechoices, and that no minimum contract value or variable and all statements and answers in this application are complete and	nnuity applied for is not unsuitable for my investment objectives, financial meet financial needs and goals. I understand that the contract value lepending on the investment results of the variable investment nnuity payment is guaranteed. To the best of my knowledge and belief, true. It is further agreed that these statements and answers will become a d to modify this agreement or waive any Allianz rights or requirements.
$\ \square$ Please send me a statement of additional information (Also a	available on the SEC Web site, [http://www.sec.gov])
Owner/Trustee/Authorized Signer Signature	Joint Owner/Trustee/Authorized Signer Signature
Signed at (City, State)	Date signed

15. Home Office use only

If Allianz Life Insurance Company of North America makes a change in this space in order to correct any apparent errors or omissions, it will be approved by acceptance of this contract by the owner(s); however, any material change must be accepted in writing by the owner(s). Changes to this application that affect product, benefits, amount of insurance, or age require acceptance by owner(s).

[Please call the Allianz Service Center with any questions at 800-624-0197.]

Mailing information

Applications that **HAVE** a check attached

Regular mail

Allianz Service Center PO Box 824240

Philadelphia, PA 19182-4240

Overnight, certified, or registered

Allianz Service Center 824240 c/o PNC Bank Lockbox

312 W Route 38 and East Gate Drive Morristown, NJ 08057-4240

Applications that **DO NOT HAVE** a check attached

Regular mail

Allianz Service Center PO Box 1122

Southeastern, PA 19398-1122

Overnight, certified, or registered

Allianz Service Center 300 Berwyn Park Berwyn, PA 19312-1179 SERFF Tracking Number: ALLC-125576227 State: Arkansas 38511

Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: S40769 ET AL

TOI: A03I.002 Flexible Premium A03I Individual Annuities - Deferred Variable Sub-TOI:

Product Name: LPB LPB II Amendment S40769

Project Name/Number: LPB LPB II Amendment S40769/LPB LPB II Amendment S40769

Rate Information

Rate data does NOT apply to filing.

America

Company Tracking Number: S40769 ET AL

TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium

Product Name: LPB LPB II Amendment S40769

Project Name/Number: LPB LPB II Amendment S40769/LPB LPB II Amendment S40769

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 03/24/2008

Comments: Attachment:

AR Cerification for Regulation 19 10B.pdf

Review Status:

Satisfied -Name: Application 03/24/2008

Comments:

The application is located under the "Form Schedule" tab.

Review Status:

Bypassed -Name: Life & Annuity - Acturial Memo 03/24/2008

Bypass Reason: There is no additional charge affiliated with this amendment and there is no impact to any

information or demonstration contained in the original Actuarial Memorandum on file for the

base contract.

Comments:

Review Status:

Satisfied -Name: Statement of Variability 03/24/2008

Comments: Attachment:

Application SOV 03.14.08.pdf

Review Status:

Satisfied -Name: Certificate of Readability 03/24/2008

Comments: Attachment:

Certificate of Readability.pdf

CERTIFICATION OF ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA

Allianz Life Insurance Company of North America (Allianz) hereby certifies that the filing submission of form meets the provisions of Ark. Regulation 19§10B as well as all applicable requirements of the Arkansas Insurance Department.

	Kose E. Tithe	
03/24/08		
	Rose E. Tibke	
	AVP – Director of Product Filing	

Statement of Variability

Allianz Life Insurance Company of North America Application Form F70029

March 14, 2008

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Blank boxes for the Minimum, Maximum and Current columns do not require further explination. Please note that if some of these listed items have not been bracketed on the applicable form(s) submitted to you, please disregard the corresponding explanation.

Form F70029 Application

Page #	Variable	Minimum	Maximum	Current	Rationale
1	Company Name				If the company name changes. An informational filing will be
					submitted if the information changes.
1	Product Name				Variable to indicate product name intended at the time of rollout
					(may be waiting on trademark approval).
_1	DA Number				Internal number we assign to the owner's contract at issue.
1	Section 2 - Purchase Payment	\$2,000	\$50,000	\$10,000 or	Set at the time of issue and will not vary, any change will be made to
				\$25,000	new contracts going forward.
1	Section 3 - Plan Specifics				Based on those that are available at the time of application. Any
					added or deleted options will be made on a going forward basis to
					new contracts.
2	Section 5 - Optional provisions				Based on the optional benefits available at the time of issue, these
					provisions are included or omitted in the application and may include
					new benefits filed and approved by the Department in the future.
					Any changes will be made to new contracts going forward.
2	Section 6 - Optional death benefit				Based on the optional benefits available at the time of issue, these
					provisions are included or omitted in the application and may include
					new benefits filed and approved by the Department in the future.
					Any changes will be made to new contracts going forward.
2	Section 7 - Optional riders				Based on the optional benefits available at the time of issue, these
					provisions are included or omitted in the application and may include
					new benefits filed and approved by the Department in the future.
					Any changes will be made to new contracts going forward.
2 - 7	Page Numbers 2 - 7				Based on the plan/benefits available. Bracketed page numbers
					allow the application to print with correct pagination and without
					blank areas.
2	Bracketed Section Numbers 8,				Based on the optional benefits available at the time of application,
	10 – 15				certain sections are included or omitted in the application. Bracketed
					section numbers allow the application to print in correct sequence
					and without blank areas.

3	Section 8 - Lifetime Plus Benefit or Lifetime Plus II Benefit				Variable for the addition or deletion of benefit options (any new options will be filed and approved prior to addition). Any changes
					will be made to new contracts going forward.
3	Section 9 - Target Date				This section will populate only if the Target Date Retirement Benefit
	Requirements				is available at the time of application. Any changes will be made to
					new contracts going forward.
4, 5	Section 10 - Number of investment	5	15	15	Set at the time of application and will not vary, any change will be
	options				made to new contracts going forward.
4, 5	Section 10 - Investment Options				Based on those that are available at the time of application, and may change in the future. Any change will be made to new contracts
					going forward.
6	Section 13 - Registered				Variable for our Broker Dealers who want to identify more than three
-	Representative information				commissioned agents and representatives.
6	Section 13 - Commission Options				Variable to allow for the addition or reduction of commission options
					to choose from.
7	Section 14 – Statement of the				These disclosures will need to be updated as states adopt or change
	Applicant				their fraud language.
7	http://www.sec.gov				The SEC website may change.
7	Service Center phone number				The Service Center phone number will change if the company's
					information changes.
7	Service Center Address				The name of the Service Office may change if a particular
					distribution channel has its own distribution service office or if a
					marketing name is attached to the office. A change to anything
					other than Allianz will be submitted to the department prior to
					implementation. The address and telephone number may change if
					there is a re-location or to reflect a new service office.

Allianz Life Insurance Company of North America

5701 Golden Hills Drive Minneapolis, MN 55416-1297



CERTIFICATE OF READABILITY

Contract Form	Flesch Score
S40769	53.6
F70029	50 when read with contract

It is hereby certified that each policy form listed above meets the minimum reading ease score required in your state.

The Flesch score was calculated using the text of the entire form. ("Text" is as defined by state regulations).

Each form is readable and complies with all applicable state rules and regulations as to size of print, format and arrangement.

Date: 3/18/2008

Rose E. Tibke

Rose E. Little

AVP -Director of Product Filing